

# **EXHIBIT D**

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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PAVLE ZIVKOVIC,

Plaintiff,

22 Civ. 7344 (GHW)

-against-

VALBELLA AT THE PARK, LLC,

Defendant.

- - - - - x

DATE: Thursday, May 25, 2023

TIME: 10:03 a.m.

Deposition of ROSEY KALAYJIAN,  
Defendant, taken by Plaintiff, in the  
above-entitled action, held via Zoom, Veritext  
Virtual, pursuant to notice, taken before  
Elizabeth A. Stella, a Stenographer and Notary  
Public within and for the State of New York.

<p style="text-align: right;">Page 2</p> <p style="text-align: center;">2</p> <p>1</p> <p>2 REMOTE APPEARANCES:</p> <p>3 JOSEPH &amp; KIRSCHENBAUM, LLP</p> <p>4 Attorneys for Plaintiff</p> <p>5 32 Broadway, Suite 601</p> <p>6 New York, New York 10004</p> <p>7 (212) 688-5640</p> <p>8 BY: LUCAS C. BUZZARD, ESQ.</p> <p>9 lucas@jk-llp.com</p> <p>10</p> <p>11 LAW OFFICES OF FRED L. SEEMAN</p> <p>12 Attorneys for Defendant,</p> <p>13 Valbella at the Park LLC</p> <p>14 32 Broadway, Suite 1214</p> <p>15 New York, New York 10004</p> <p>16 (212) 608-5000</p> <p>17 BY: FRED L. SEEMAN, ESQ.</p> <p>18 fred@seemanlaw.com</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 R. Kalayjian</p> <p>2 ROSEY KALAYJIAN, the witness</p> <p>3 herein, having been sworn, remotely, upon</p> <p>4 being examined testified as follows:</p> <p>5 EXAMINATION BY MR. BUZZARD:</p> <p>6 Q Good morning, Ms. Kalayjian. How</p> <p>7 are you?</p> <p>8 A Good, thanks. How are you?</p> <p>9 Q Good, thanks. So I know, obviously</p> <p>10 I was present for your last deposition, so I</p> <p>11 know you know generally what this is. So I'll</p> <p>12 just very briefly go over some basic ground</p> <p>13 rules for today.</p> <p>14 First, because Ms. Stella is writing</p> <p>15 down everything that we say, it's important to</p> <p>16 let me finish my question before you answer.</p> <p>17 Is that all right?</p> <p>18 A Yes.</p> <p>19 Q And I will do the same for you,</p> <p>20 obviously. Also, you know, just in case we</p> <p>21 have any technical difficulties or anything</p> <p>22 like that, if you can't hear me or if you</p> <p>23 don't hear the question, just let me know and</p> <p>24 I'm happy to repeat. Do you understand that?</p> <p>25 A Yes.</p>
<p style="text-align: right;">Page 3</p> <p style="text-align: center;">3</p> <p>1 STIPULATIONS</p> <p>2 It is hereby stipulated and agreed by</p> <p>3 counsel and among counsel for the respective</p> <p>4 parties hereto, that the filing, sealing, and</p> <p>5 certification of the witness' deposition shall</p> <p>6 be and the same are hereby waived; it is</p> <p>7 further stipulated and agreed that all</p> <p>8 objections, except as to the form of the</p> <p>9 question, shall be reserved to the time of</p> <p>10 trial; it is further stipulated and agreed</p> <p>11 that the within deposition may be signed</p> <p>12 before any notary public with the same force</p> <p>13 and effect as if signed and sworn to before</p> <p>14 the Court.</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 5</p> <p>1 R. Kalayjian</p> <p>2 Q And by the same token, if you don't</p> <p>3 understand one of my questions, just let me</p> <p>4 know and I'll rephrase it or ask it in a</p> <p>5 different way. Is that all right?</p> <p>6 A Yes.</p> <p>7 Q Okay. If you need a break at any</p> <p>8 time, just let me know. I know we're only</p> <p>9 here until -- we have a hard stop at 1:00, so</p> <p>10 I'm just going to try to go as quickly as</p> <p>11 possible, but obviously if anyone needs a</p> <p>12 break, just let me know and we'll just try to</p> <p>13 keep them quick if that's okay. The only</p> <p>14 thing I ask, Ms. Kalayjian, is that if I've</p> <p>15 asked a question that you answer it before we</p> <p>16 take any break. Is that all right?</p> <p>17 A Yes.</p> <p>18 Q Your attorney, Mr. Seeman, may</p> <p>19 object to some of my questions; however,</p> <p>20 unless he specifically instructs you not to</p> <p>21 answer, you still must answer, despite his</p> <p>22 objection. Do you understand that?</p> <p>23 A Yes.</p> <p>24 MR. SEEMAN: Mr. Buzzard, on that issue,</p> <p>25 are you going to make a statement that this is</p>

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<p style="text-align: right;">Page 14</p> <p>1 R. Kalayjian</p> <p>2 Q Is this the operating agreement for</p> <p>3 Oak Grove Road, LLC?</p> <p>4 A That's what it says.</p> <p>5 Q I know that's what it says. Is</p> <p>6 that what it is?</p> <p>7 A I suppose. That's what it is.</p> <p>8 It's right there on your screen.</p> <p>9 Q Okay. Did you collect this</p> <p>10 document to be produced in this litigation?</p> <p>11 A I suppose I did. You have it. I</p> <p>12 don't recall every single piece of -- you sent</p> <p>13 an enormous list of items, so if you have it,</p> <p>14 then there it is.</p> <p>15 Q Okay. Do you recall where you</p> <p>16 collected this document from?</p> <p>17 A No, I don't.</p> <p>18 Q But you in fact gave this to</p> <p>19 Mr. Seeman to be produced in this litigation?</p> <p>20 A I suppose I did. You have to ask</p> <p>21 Fred all the e-mails and things I've sent him.</p> <p>22 I don't recall.</p> <p>23 Q Okay. Do you have any reason to</p> <p>24 believe that this document is not the</p> <p>25 operating agreement for Oak Grove Road, LLC?</p>	<p style="text-align: right;">Page 16</p> <p>1 R. Kalayjian</p> <p>2 A I'm a 90 percent owner of this</p> <p>3 company.</p> <p>4 Q Okay. Since what date have you</p> <p>5 owned 90 percent of Oak Grove Road, LLC?</p> <p>6 MR. SEEMAN: Objection.</p> <p>7 Go ahead and answer if you can.</p> <p>8 A Since day one.</p> <p>9 Q So is it your testimony that since</p> <p>10 February 26, 2021, you have been a 90 percent</p> <p>11 owner of Oak Grove Road, LLC?</p> <p>12 MR. SEEMAN: Objection.</p> <p>13 A Yes.</p> <p>14 Q Okay. Let's look at DEF304 through</p> <p>15 DEF306. And I'll just go through this quickly</p> <p>16 for you. This is titled first amendment to</p> <p>17 the operating agreement of Oak Grove Road,</p> <p>18 LLC. Do you see that?</p> <p>19 A Um-hum. Yes.</p> <p>20 Q Just let me know when you want me</p> <p>21 to move to the next page.</p> <p>22 A You can go ahead.</p> <p>23 Q Okay.</p> <p>24 A Okay. So what are you getting at?</p> <p>25 Q I just want you to take a look at</p>
<p style="text-align: right;">Page 15</p> <p>1 R. Kalayjian</p> <p>2 A I don't know. I'm assuming it is.</p> <p>3 I mean, it's right there. You have it.</p> <p>4 Q Do you know who prepared this</p> <p>5 document?</p> <p>6 A No.</p> <p>7 Q Do you have any reason to believe</p> <p>8 that this operating agreement for Oak Grove</p> <p>9 Road, LLC is not authentic?</p> <p>10 A No.</p> <p>11 Q Going down to the last part of this</p> <p>12 operating agreement. It says: In witness</p> <p>13 whereof, the member has executed and agreed to</p> <p>14 this limited liability company operating</p> <p>15 agreement, which shall be effective as of</p> <p>16 February 26, 2021.</p> <p>17 To your understanding, did this</p> <p>18 operating agreement become effective February</p> <p>19 26, 2021?</p> <p>20 A I suppose. I don't recall.</p> <p>21 Q All right. Do you have any</p> <p>22 ownership interest in Oak Grove Road, LLC?</p> <p>23 A Of course I do and you know that.</p> <p>24 Q And what is your ownership interest</p> <p>25 in that company?</p>	<p style="text-align: right;">Page 17</p> <p>1 R. Kalayjian</p> <p>2 this document. Are you ready for me to ask</p> <p>3 questions about it?</p> <p>4 A No.</p> <p>5 Q Okay. Have you been able to review</p> <p>6 it?</p> <p>7 A Go ahead. You need to ask me a</p> <p>8 question. Go ahead.</p> <p>9 Q Okay. Is this your signature --</p> <p>10 A That's my signature.</p> <p>11 Q -- on DEF306?</p> <p>12 A Yes, that's my signature.</p> <p>13 Q Under Rosey Kalayjian? Under the</p> <p>14 typed word Rosey Kalayjian?</p> <p>15 A I said yes.</p> <p>16 Q Okay. And what do you understand</p> <p>17 these three pages to be?</p> <p>18 MR. SEEMAN: I'm going to object, but go</p> <p>19 ahead and answer.</p> <p>20 A I'm not a lawyer so I -- I think</p> <p>21 it's a summary.</p> <p>22 Q Do you recall signing this</p> <p>23 document?</p> <p>24 A Obviously, I signed it. Do I</p> <p>25 recall when I signed it, no, I don't.</p>

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<p style="text-align: right;">Page 18</p> <p>1 R. Kalayjian</p> <p>2 Q Do you recall signing it in</p> <p>3 February of 2021?</p> <p>4 A No, I don't recall the date I</p> <p>5 signed it.</p> <p>6 Q Do you have any reason to believe</p> <p>7 that this is not a true and accurate amendment</p> <p>8 to the operating agreement of Oak Grove Road,</p> <p>9 LLC?</p> <p>10 A Say that again.</p> <p>11 Q Do you have any reason to believe</p> <p>12 that this document, located at Bates stamps</p> <p>13 DEF304 to DEF306, is not a true and accurate</p> <p>14 amendment to the operating agreement of Oak</p> <p>15 Grove Road?</p> <p>16 A No. Obviously -- I don't sign</p> <p>17 things that are not legal or I'm comfortable</p> <p>18 with. So at that time, I signed it, and I was</p> <p>19 comfortable with it. Do I remember it, no.</p> <p>20 Q All right. Now, this amendment</p> <p>21 states that it is dated and effective as of</p> <p>22 the 16th day of June 2022. Do you see that?</p> <p>23 A Um-hum. Yes.</p> <p>24 Q Do you have any reason to believe</p> <p>25 that this amendment is not effective as of</p>	<p style="text-align: right;">Page 20</p> <p>1 R. Kalayjian</p> <p>2 don't know.</p> <p>3 Q Well, I would, but Mr. Seeman is</p> <p>4 not being deposed today. I'm asking you, as a</p> <p>5 representative of Valbella at the Park, do you</p> <p>6 have any reason to believe that this amendment</p> <p>7 is inaccurate in any respect?</p> <p>8 MR. SEEMAN: Objection.</p> <p>9 Q You can answer, Ms. Kalayjian.</p> <p>10 A I've been answering you.</p> <p>11 Q And your answer is --</p> <p>12 A I signed it and I was comfortable</p> <p>13 with it when I signed it.</p> <p>14 Q Okay. But you don't recall when</p> <p>15 you signed it?</p> <p>16 A No.</p> <p>17 Q Okay. And you don't recall whether</p> <p>18 it was on the 16th of June 2022?</p> <p>19 A Isn't there a date when I signed</p> <p>20 it? That should tell you when I signed it.</p> <p>21 Q Well, I'm reading it. It says it's</p> <p>22 dated and effective as of the 16th day of June</p> <p>23 2022?</p> <p>24 A Okay. Do you remember when you</p> <p>25 signed something two years ago? A year ago?</p>
<p style="text-align: right;">Page 19</p> <p>1 R. Kalayjian</p> <p>2 June 16th of 2022?</p> <p>3 A No. You're going around in</p> <p>4 circles. You're asking me the same thing in a</p> <p>5 different way, so... Do you want to move on?</p> <p>6 I don't know what to tell you.</p> <p>7 Q No. I just want an answer to that</p> <p>8 question. Do you have any reason to believe</p> <p>9 that this specific amendment was not effective</p> <p>10 as of June 16th, 2022?</p> <p>11 A And, again, I am going to say, I</p> <p>12 signed it. Whenever I signed it, I was</p> <p>13 comfortable with it when I signed it.</p> <p>14 Q Right. But that's not my question.</p> <p>15 A I don't know how to answer you to</p> <p>16 be honest. I mean, it's there. I signed it.</p> <p>17 I don't know what you want from me.</p> <p>18 Q Do you believe that this amendment</p> <p>19 is incorrectly dated?</p> <p>20 A I don't know. I don't remember</p> <p>21 almost a year or two ago.</p> <p>22 Q Okay. Do you have any reason to</p> <p>23 believe that this amendment is inaccurate in</p> <p>24 any respect?</p> <p>25 A I don't know. Ask my lawyer. I</p>	<p style="text-align: right;">Page 21</p> <p>1 R. Kalayjian</p> <p>2 Q No. Which is why I'm asking you if</p> <p>3 you have any reason to believe that that is an</p> <p>4 inaccurate date?</p> <p>5 A I don't know. I don't recall. I</p> <p>6 think it's irrelevant.</p> <p>7 Q Your lawyer can make that objection</p> <p>8 later. Ms. Kalayjian, I know you don't want</p> <p>9 to answer this question, but I'm really just</p> <p>10 looking for a yes-or-no answer. Do you have</p> <p>11 any --</p> <p>12 A And I can't give you that. I don't</p> <p>13 remember. I don't know.</p> <p>14 MR. SEEMAN: Objection.</p> <p>15 A I don't know.</p> <p>16 Q Okay. When you collected this</p> <p>17 document to be produced in connection with</p> <p>18 this lawsuit, did you have any reason to</p> <p>19 believe that it was not true and accurate?</p> <p>20 A If it wasn't true, I wouldn't</p> <p>21 submit it. Isn't that common sense?</p> <p>22 Q Thank you. Going to page DEF306,</p> <p>23 you testified earlier that your signature</p> <p>24 appears on this page on the right-hand side,</p> <p>25 right? Is that right?</p>

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<p style="text-align: right;">Page 22</p> <p>1 R. Kalayjian</p> <p>2 A Yes, for the -- I don't know how</p> <p>3 many times you're going to ask me the same</p> <p>4 question.</p> <p>5 Q Thank you. And do you recognize</p> <p>6 the other signature on this page?</p> <p>7 A Yes.</p> <p>8 Q Whose signature is it?</p> <p>9 A It says right there, it's David</p> <p>10 Ghatanfard.</p> <p>11 Q Turning to page DEF307 to DEF308.</p> <p>12 Do you see that?</p> <p>13 A Yes.</p> <p>14 Q This is titled assignment and</p> <p>15 assumption of membership interest. Do you see</p> <p>16 that?</p> <p>17 A Um-hum.</p> <p>18 Q Okay. Just going down to the last</p> <p>19 page of this, is this also your signature on</p> <p>20 the right-hand side?</p> <p>21 A Yes.</p> <p>22 Q And do you recognize the other two</p> <p>23 signatures on this page?</p> <p>24 A Yes.</p> <p>25 Q And whose signatures are those?</p>	<p style="text-align: right;">Page 24</p> <p>1 R. Kalayjian</p> <p>2 obligations set forth in the operating</p> <p>3 agreement and other good and valuable</p> <p>4 consideration, the receipt and sufficiency of</p> <p>5 which is hereby acknowledged hereby sells,</p> <p>6 transfers, and assigned to assignee 90 percent</p> <p>7 of assignor's interest in the company to the</p> <p>8 assignee. Do you see that?</p> <p>9 A I do.</p> <p>10 Q What do you understand this</p> <p>11 assignment document to have been doing?</p> <p>12 MR. SEEMAN: Objection.</p> <p>13 Q You can answer, Ms. Kalayjian.</p> <p>14 A In legal terms, I don't feel -- I</p> <p>15 don't know. You have to ask Fred that. I</p> <p>16 don't know.</p> <p>17 Q Do you recall signing this?</p> <p>18 A At that moment, I don't remember.</p> <p>19 I don't remember what happened.</p> <p>20 Q Okay. Even if you don't remember</p> <p>21 the exact moment that you signed this</p> <p>22 document, do you remember why you signed this</p> <p>23 document?</p> <p>24 MR. SEEMAN: Objection.</p> <p>25 A No. Do you know?</p>
<p style="text-align: right;">Page 23</p> <p>1 R. Kalayjian</p> <p>2 A It says right there, David</p> <p>3 Ghatanfard.</p> <p>4 Q Okay. And you see down here it</p> <p>5 says agreed and accepted as of the 16th day of</p> <p>6 June 2022. Do you see that?</p> <p>7 A Yes.</p> <p>8 Q Do you have any reason to believe</p> <p>9 that you did not sign this document on June</p> <p>10 16, 2022?</p> <p>11 A No. I have no reason to believe</p> <p>12 otherwise.</p> <p>13 Q So down on the signature page, you</p> <p>14 are designated the assignee. Do you see that?</p> <p>15 A Yes.</p> <p>16 Q And Mr. Ghatanfard is the</p> <p>17 designated the assignor?</p> <p>18 A Yes.</p> <p>19 Q Okay. Going up to Paragraph 2, it</p> <p>20 says transfer. I'm not going to read the</p> <p>21 whole paragraph. You can read it if you want,</p> <p>22 but I'm just going to briefly state the part</p> <p>23 of it that says: Assignor, in consideration</p> <p>24 of the assignee's assumption of certain</p> <p>25 outstanding debts and liability of the company</p>	<p style="text-align: right;">Page 25</p> <p>1 R. Kalayjian</p> <p>2 Q I don't know. That's why I'm</p> <p>3 asking you.</p> <p>4 A Um-hum.</p> <p>5 Q Okay. In June of 2022, isn't it</p> <p>6 true that Mr. Ghatanfard transferred to you 90</p> <p>7 percent of Oak Grove Road, LLC?</p> <p>8 MR. SEEMAN: Objection.</p> <p>9 Q You can answer, Ms. Kalayjian.</p> <p>10 A I don't know. Is that what you're</p> <p>11 showing me here?</p> <p>12 Q I'm asking you, isn't it true that</p> <p>13 he did in fact transfer you 90 percent of Oak</p> <p>14 Grove Road, LLC in or about June 2022?</p> <p>15 A I mean, if that's what that paper</p> <p>16 says then...</p> <p>17 Q Okay. Is that what you understand</p> <p>18 this paper to say?</p> <p>19 MR. SEEMAN: Objection.</p> <p>20 Q You can answer, Ms. Kalayjian.</p> <p>21 A No, I know I can answer, but I'm</p> <p>22 not sure. I believe so.</p> <p>23 Q Okay. So if Mr. Ghatanfard</p> <p>24 transferred to you 90 percent of Oak Grove</p> <p>25 Road, LLC in June 2022, up until that point,</p>

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<p style="text-align: right;">Page 26</p> <p>1 R. Kalayjian</p> <p>2 you did not own 90 percent of Oak Grove Road,</p> <p>3 LLC; is that right?</p> <p>4 MR. SEEMAN: Objection. Objection.</p> <p>5 Q You can answer, Ms. Kalayjian.</p> <p>6 A I did. From the very beginning, I</p> <p>7 did. It was a verbal agreement. I'm the one</p> <p>8 who set up the LLC, and as I told your partner</p> <p>9 on February 8th, I made a mistake when I</p> <p>10 opened it, because I didn't use an accountant</p> <p>11 and I didn't use a lawyer. So you can go back</p> <p>12 to February 8th and read everything about</p> <p>13 this.</p> <p>14 Q Okay. I think, it sounded to me on</p> <p>15 February 8th you were talking about filing</p> <p>16 things with the Department of State. Is that</p> <p>17 where you made the mistake?</p> <p>18 MR. SEEMAN: Objection.</p> <p>19 Go ahead.</p> <p>20 A No. I made the mistake because I</p> <p>21 didn't use an accountant or a lawyer. And I</p> <p>22 opened up this LLC, not David. I did it.</p> <p>23 Q If you opened up Oak Grove Road,</p> <p>24 LLC, why was there any need for this</p> <p>25 assignment and assumption of membership</p>	<p style="text-align: right;">Page 28</p> <p>1 R. Kalayjian</p> <p>2 the LLC, and I put my name and David's name,</p> <p>3 and I guess I put it in the wrong boxes and I</p> <p>4 realized a mistake was made, a huge one.</p> <p>5 Q You're talking about when you were</p> <p>6 filing the documents with the Department of</p> <p>7 State? Is that what you're talking about?</p> <p>8 A Yes, to start a new company, to</p> <p>9 start a new LLC.</p> <p>10 Q So I'm not talking about that right</p> <p>11 now. I'm talking about this agreement, which</p> <p>12 we've established is the Oak Grove Road</p> <p>13 operating agreement that starts at DEF293,</p> <p>14 right?</p> <p>15 MR. SEEMAN: Objection. Objection.</p> <p>16 Q You can answer.</p> <p>17 A The operating agreement comes with</p> <p>18 the LLC.</p> <p>19 Q Okay. So is it your testimony, I'm</p> <p>20 reading from the operating agreement, it says</p> <p>21 in Section 3A: The members of Oak Grove Road,</p> <p>22 LLC at the time of adoption of this agreement</p> <p>23 is David Ghatanfard.</p> <p>24 Do you see that?</p> <p>25 A I see it.</p>
<p style="text-align: right;">Page 27</p> <p>1 R. Kalayjian</p> <p>2 interest document?</p> <p>3 MR. SEEMAN: Objection. She just answered</p> <p>4 that.</p> <p>5 THE WITNESS: I know.</p> <p>6 Q You could answer it.</p> <p>7 A Because I said -- go back to</p> <p>8 February 8th. Go through those 400 pages.</p> <p>9 Q So is it your testimony that you</p> <p>10 were always a 90 percent owner of Oak Grove</p> <p>11 Road, LLC?</p> <p>12 A Yes. Yes. Yes.</p> <p>13 Q And the entire operating agreement</p> <p>14 for Oak Grove Road, LLC was not correct?</p> <p>15 A The original one?</p> <p>16 Q Yes.</p> <p>17 A Yes, it was not correct. I told</p> <p>18 your partner on February 8th, I made a</p> <p>19 mistake.</p> <p>20 Q And what precisely was the mistake</p> <p>21 that you're talking about?</p> <p>22 A When I filled -- I did it online.</p> <p>23 Because I didn't use an accountant and I</p> <p>24 didn't use a lawyer; so, therefore, I made a</p> <p>25 mistake on the entry online when I was filing</p>	<p style="text-align: right;">Page 29</p> <p>1 R. Kalayjian</p> <p>2 Q Is that a mistake?</p> <p>3 A Yes.</p> <p>4 Q So --</p> <p>5 A Because he's not the sole member.</p> <p>6 Q Did you have any role in drafting</p> <p>7 this specific operating agreement titled</p> <p>8 limited liability company agreement of Oak</p> <p>9 Grove Road, LLC?</p> <p>10 A I don't think I did. I don't know</p> <p>11 if it was a template used, but David and I are</p> <p>12 not lawyers, so I don't know where this</p> <p>13 came -- I don't know.</p> <p>14 Q So but the mistake you're referring</p> <p>15 to has nothing to do with this document,</p> <p>16 right?</p> <p>17 MR. SEEMAN: Objection. Objection.</p> <p>18 Q It has to do with your submission</p> <p>19 of documents to the New York Department of</p> <p>20 State; is that right?</p> <p>21 MR. SEEMAN: Objection.</p> <p>22 A Obviously this is the aftermath of</p> <p>23 my mistake.</p> <p>24 Q Do you have any documents from in</p> <p>25 and around February 2021 in which it is</p>